

WireCo WorldGroup Inc.
Purchase Order Terms and Conditions
Last Revision August 23, 2016

1. Acceptance; Entire Order: This Order, including any exhibits attached thereto, constitutes the entire contract between the parties. This Order shall supersede all prior negotiations, discussions, and dealings and shall constitute the entire agreement between Buyer and Seller. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Buyer unless made in writing and signed on its behalf by a duly authorized representative of Buyer and specifically references this Order. No conditions, custom, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Mistakes in prices, discounts, specifications, delivery schedules or other terms and any noticeable discrepancies in quantities or sizes are to be reported immediately by Seller to Buyer and Seller shall immediately remedy such mistakes by refunding incorrect charges to Buyer or correcting such other discrepancies, unless otherwise directed by Buyer. "Products" as used in this Order means materials, equipment, services and any other articles covered by this Order.

2. Delivery; Inspection; Rejected Products: Time is of the essence. If a delivery is not expected to be made on-time, Seller will notify the Buyer and will take all reasonable steps at Seller's own cost to expedite delivery. Without prejudice to any other provision of the Order or to any of Buyer's other rights hereunder or at law, and unless otherwise specified in the Order, should Seller fail to deliver the Products by the delivery date(s) as set forth in the Order, then Seller shall owe to Buyer the greater of: (a) the amount of all liquidated damages payable by Buyer to its customer(s) as a result of Seller's delay; or (b) liquidated damages of one percent (1%) of the Order value for each day or partial day of delay. Seller shall also be liable for all additional costs incurred as a result of Seller's failure to meet the delivery date, including but not limited to the cost of any airfreight or expedited shipment (and associated fees), demurrages, inspections, and cancellations. All such liquidated damages and costs shall be deducted from any amounts owed by Buyer to Seller. The parties agree that all amounts of liquidated damages herein are a genuine and reasonable pre-estimate of the losses that may be sustained by Buyer in the event that Seller fails in its respective delivery obligations under the Order, and are not a penalty. The payment of any amount by Seller under this section shall in no way relieve the Seller of its other obligations under the Order. Notwithstanding the terms of shipment, the risk of loss of the Products shall remain with Seller until actual delivery of such Products to the shipping point. Seller shall obtain Buyer's prior written approval for partial shipments prior to shipment. All materials shall be suitably packed, marked, loaded and shipped in accordance with the requirements of common carriers. All excess transportation charges resulting from Seller's failure to follow any routing instructions given by Buyer shall be for Seller's account. Damage to any material not so packed will be charged to Seller. No charge shall be made by Seller for packing, boxing, drayage, loading or storage unless otherwise stated herein. Products rejected and returned shall not be replaced by Seller without prior written authorization by Buyer. Certificates of compliance will be provided when required by Buyer. The Products shall be subject to inspection and testing by Buyer before and after receipt. Products or equipment rejected or not purchased by Buyer which utilize or carry any logo, insignia, name, trade name, trademark, traddress, symbol, decorative sign, evidence of inspection or other related markings of Buyer or any of its related entities shall have the same removed, not obliterated, prior to any sale, use or disposition, if such sale or disposition is permitted by Buyer. Payment for any Products prior to inspection shall not constitute their acceptance by Buyer.

3. Taxes: Unless otherwise provided herein, Seller shall pay, defend and hold Buyer harmless from the assessment or imposition of any customs import or export duties, excise, use or other tax (however designated) upon the importation of tooling or equipment or production, sale, delivery or use of the Products to the extent such assessments or impositions are required or not forbidden by law to be borne by Seller.

4. Price; Terms of Payment; Set-Off: This Order shall not be filled at higher prices than specified therein. Terms of payment shall be within sixty (60) days, or as otherwise agreed, after Buyer receives payment from its customer for the Product. If more than one payment is required to be made hereunder, Buyer may in its sole discretion, retain up to 10% of any or all installments until completion of the performance due hereunder, at which time the retained sums, less any sums deducted as a set-off or recoupment will be paid to Seller. If the terms granted herein contain any discount, the time for earning any such discount shall be computed from the later of the scheduled delivery date or the date an acceptable invoice is received. Payment is deemed made for purposes of earning the discount on the date of mailing of Buyer's check. Buyer reserves the right at all times to set-off any amount owing at any time to Seller or any affiliate of Seller. Any

charges prepaid by Seller on behalf of Buyer pursuant to this Order for which reimbursement is sought must be separately stated on the invoice and supported by appropriate receipts furnished to Buyer.

5. Warranty: Seller warrants that, for a period of two (2) years, or term agreed upon, from the date a Product is delivered to Buyer, (i) such Product will be free from any defects in design, material and workmanship, in conformity with any applicable drawings and specifications, and (ii) title to such Products shall be unencumbered. Payment for Products will not constitute approval or acceptance of goods or services by Buyer; Buyer's right of inspection will survive payment. Buyer reserves the right to return, at Seller's expense, any defective or nonconforming Products or shipments received contrary to this Order. If requested by Buyer, Seller will, at Buyer's option, refund the purchase price of the Products, or correct or replace, at Seller's expense, the defective or nonconforming Products within ten (10) days after notice by Buyer to Seller. All costs in connection with or as a result of such defective or nonconforming Products, including, without limitation, cost to transport the Products from the Buyer to Seller and return shipment to the Buyer, will be borne by Seller. This warranty will then continue as to the corrected or replaced Products for two (2) years after the date of delivery of the corrected or replaced Products to Buyer. If Seller fails to repair or replace the Product within the time periods set forth herein, Buyer may repair or replace the defective or nonconforming goods at Seller's expense. Rejected or nonconforming Products will not be deemed delivered on-time unless corrected or replaced Products are delivered within the on-time period applicable to the order. In addition to the other guarantees and warranties contained herein, the warranties of the Uniform Commercial Code are specifically incorporated herein. Nothing contained in the Order shall be deemed a waiver of warranties implied by law. Buyer's or Buyer's customer's inspection of the Products shall not limit or waive Seller's warranty or Buyer's remedy hereunder.

6. Inspections; Records: Upon forty-eight (48) hours notice, Seller shall allow authorized representatives of Buyer (i) to inspect Seller's facilities and records at any time during normal business hours, and (ii) to make finished Products or raw material audits and prepare analytical data for quality control purposes with the assistance of Seller's personnel. Seller shall not require Buyer's representatives to sign any documents prior to entering such facilities, and Seller agrees that any such documents shall be void. These books and records shall be kept in accordance with all legal requirements, industry practice and generally accepted accounting principles, as applicable, and preserved for not less than seven years after creation

7. Compliance with Applicable Laws: Seller represents, warrants and covenants that all of the Products, merchandise, and materials delivered and/or services rendered hereunder will be and will have been produced and/or provided in compliance with all applicable laws, rules, regulations, orders, treaties and other requirements of federal, state and local governments and agencies thereof, and that Seller, Seller's business and all property used therein do and will comply with all applicable laws, rules, regulations, orders, treaties and other requirements of federal, state and local governments and agencies thereof; including, without limitation, all provisions of the U.S. Fair Labor Standards Act of 1938, Executive Order 11246, as amended, including Subparagraphs 1 through 7 of Section 202, the applicable provisions of 41 C.F.R. Chapter 60, including, without limitation, the Affirmative Action clauses of the Rehabilitation Act of 1973 at C.F.R. Section 60-741.4 and the Vietnam Era Veterans Readjustment Act of 1974, at 41 C.F.R. Section 60-250.4, as amended, the texts of which are hereby incorporated by reference. Where applicable, Seller hereby agrees to comply with Executive Order 13201, as amended, and its implementing regulations including the employee notice clause set forth in 29 CFR Part 470, which is incorporated herein by reference. If any of the Products are purchased for incorporation into products sold under a government contract or subcontract, the terms required to be inserted by that contract or subcontract shall be deemed to apply to this Order. All rating or certification requirements specified in such government contract or subcontract or of which the Seller has knowledge shall be complied with. Seller agrees to furnish Buyer a certificate of compliance with any such laws and certification requirements in such form as may be requested by Buyer. Seller shall, at its sole cost, secure and maintain all necessary licenses, permits, authorizations or other approvals required for the operation of Seller's business or any property used therein, or as necessary for Seller's performance hereunder. Seller covenants that it shall abide by Buyer's then current Code of Conduct, which may be supplemented by Buyer from time-to-time. Seller shall immediately notify Buyer in the event that Seller is not in compliance with any provision of this Section.

8. Intellectual Property: Seller warrants that the Products and the sale and use of them will not infringe any United States or foreign patents, trademarks, traddress, copyrights, trade secrets or any other form of intellectual property, and Seller

acknowledges that Buyer's patents, trademarks, tradenames, copyrights, trade secrets or any other form of intellectual property that Buyer provides to Seller are Buyer's exclusive property and Seller disclaims all rights in same. Where payment is made for experimental, developmental, or research work, as such, to be performed in accordance with special requirements of the Buyer, Seller agrees to disclose and on request to assign to Buyer each invention, property right, confidential process or know-how, and trade secret resulting therefrom or other form of intellectual property and Seller shall disclaim all rights in same. All drawings, art work, special products, materials, information or data furnished by Buyer and all intellectual property resulting from this Order (as referenced in the foregoing sentence) are Buyer's exclusive property, shall be used by Seller only for Buyer's work, shall be deemed Buyer's Proprietary Information as defined in Section 16 below, and shall be kept confidential, pursuant to the terms of Section 16 below, and shall be returned promptly at Buyer's request. Buyer will market, distribute and/or sell the Products under its own trademark and trade name. Buyer has the right to use any of Seller's marks, names, other trade identities, copyrighted works or other intellectual property, to the extent that Seller has incorporated such property in or used such property in the manufacture of the Products supplied by Seller to Buyer.

9. Indemnity: Seller will indemnify and hold harmless Buyer and its successors and assigns against any and all suits, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and other costs of defending any action) ("Losses") which such parties may sustain or incur (a) in connection with a breach of any representation, warranty, or undertaking made by Seller in this Order or such parties' enforcement of this Order, or (b) in connection with the design, development, manufacture, distribution, sale, use, or repair of the Products, whether the claim be based upon a theory of breach of contract or warranty, negligence, strict liability, other tort, infringement, misappropriation or any other legal theory, except to the extent caused by the negligence of Buyer, or (c) as a result of any suit, claim, or demand under any environmental, health, safety or other laws, rules, regulations or requirements, including, without limitation the Comprehensive Environmental Response Compensation Liability Act, 42 U.S.C. § 9601 *et seq.*, as amended, in connection with the manufacture, distribution, transportation, storage, use or disposal of the Products or of raw materials by Seller. If Seller's performance requires Seller, its employees, agents or representatives to perform services or labor in the plants or on the premises of Buyer, its agents, customers, or users, Seller agrees to indemnify and hold harmless Buyer against all suits, losses, claims, damages, liabilities, costs and expenses for injury or damage to person or property arising out of such performance, except to the extent caused by Buyer. Seller agrees that it will, when requested and given reasonable notice of the pendency of any such suits, claims or demands, assume the defense of Buyer and their respective successors and assigns against any such suits, claims or demands. Notwithstanding the foregoing, Buyer has the right, but not the obligation, to defend and control the claim. Additionally, Seller expressly and specifically waives all immunity that may be afforded Seller under the workers' compensation laws of any state or jurisdiction.

10. Insurance: Seller agrees to carry insurance covering product liability and general liability in amounts of not less than \$5,000,000.00 per occurrence. All such policies shall provide for at least thirty (30) days prior written notice, to Buyer, of cancellation, non-renewal or material change in the terms and conditions of coverage and name Buyer as an additional named insured. Seller will provide Buyer with a certificate or certificates of insurance evidencing such coverage. In the event Seller ceases to carry adequate insurance that names Buyer as an additional insured, Buyer may immediately cancel this Order or any outstanding purchase order by giving Seller written notice of Buyer's election to cancel.

11. Force Majeure: Buyer and Seller shall not be liable for any delay or failure of performance due solely to strikes, lockouts or other labor disputes, fires, acts of God or other causes beyond the affected party's reasonable control; provided, the affected party shall have given notice to the non-affected party of any such cause for delay or anticipated delay promptly following the commencement thereof and shall have used the affected party's best efforts to make or accept deliveries, as the case may be, as expeditiously as possible. If Buyer believes that the delay or anticipated delay in Seller's deliveries may impair Buyer's ability to meet its production schedules or may otherwise interfere with Buyer's operations and such delay may last for a period of time that exceeds ten (10) days, Buyer may at its option, and without liability to Seller, immediately terminate this Order or any outstanding purchase order.

12. Cancellation, Termination and Suspension: Buyer reserves the right to cancel all or any part of the undelivered portion of a purchase order. This Order may be terminated by Buyer or by Seller at any time immediately upon written notice in

the event of the other party's material breach of any term or provision of this Order or upon the occurrence of any of the following events:

- (a) such other party makes an assignment for the benefit of creditors, or is subject to any voluntary or involuntary provincial or federal receivership, insolvency or bankruptcy proceedings, or becomes unable, or admits in writing its inability, to meet its obligations as they mature;
- (b) the cancellation, suspension or other revocation of licenses, permits or authorizations necessary for such other party to conduct its business in accordance with this Order;
- (c) such other party makes any materially false or misleading statement, representation or claim;
- (d) such other party fails to prosecute the work so as to endanger performance of this Order;
- (e) dissolution or liquidation of such other party; and/or
- (f) such other party's failure to pay any indebtedness which is due and payable and which failure is not remedied within 60 days following written notice.

Buyer will not be responsible for any specific cancellation fees or charges. Notwithstanding anything to the contrary in this Order, upon termination, cancellation or expiration of this Order, Seller shall immediately cease use of any of Buyer's intellectual property, trade secrets and formula(e) and shall have no further right to use the same. If this Order is cancelled due to an event caused by the Seller or resulting from the Seller's acts or omissions, Buyer may complete Seller's performance by such reasonable means as Buyer determines, and Seller shall be responsible for, and shall indemnify Buyer against any damages and reasonable costs, including, without limitation, attorneys' fees, incurred by Buyer as a result thereof. Any amounts due Seller for Products, goods, work and other items delivered or provided by Seller in full compliance with the terms of this Order prior to such event shall be subject to set-off of Buyer's additional costs of completing this Order and other damages incurred by Buyer as a result of Seller's actions or omissions. For purposes of calculating any volume incentive, any orders cancelled by Buyer as a result of late delivery or other breach of this Order will be counted as made, delivered and purchased by Buyer. Buyer reserves the right, from time to time, upon written notice to Seller to suspend and reinstate execution of the whole or any part of this Order without invalidating any provision of this Order.

13. Supply Protection: In order to ensure continued supply of Products to Buyer, Seller agrees to work closely with Buyer in the event of a work stoppage at Seller's facilities. Prior to the expiration of any labor contract affecting Seller's ability to supply Products, Seller at its expense will fabricate and locate in an area that will not be affected by any labor disruption an inventory of finished Products equivalent to Buyer's average consumption for one (1) month. In addition, Seller will assist Buyer in locating and evaluating competent suppliers to ensure continued supply during such work stoppage. In the event Seller breaches this Section, and Buyer elects to purchase Products from a third party, Buyer may deduct from payment of any future invoice(s) from Seller any differences between the third party purchase price and what such Buyer would have had to pay for such Products under this Order during such period.

14. Availability of Parts: During the Term of this Order and for a period of ten (10) years thereafter, Seller shall make available to Buyer repair parts for all Products furnished under this Order. For the first five (5) years, prices for repair parts shall remain at current prices at time of execution of this Order; thereafter, prices shall be mutually agreed upon by the parties. Seller shall give one (1) year prior written notice to Buyer in the event Seller will be unable to supply such parts and will use its best efforts to assist Buyer in obtaining a reasonable alternative source of supply in accordance with this Order; provided, however, Seller's inability to provide such parts shall be a default of this Order. Without waiving any of its rights or remedies under this Order or by law Buyer may, at its sole option, require Seller to provide Buyer with drawings required to either manufacture or buy such parts and technical information or any other intellectual property or license or other rights Seller may have so that Buyer can manufacture or obtain such parts from other sources. The technical information shall include, by example and not by way of limitation: (a) manufacturing drawings and specification of raw materials and components comprising such parts; (b) manufacturing drawings and specifications covering special tooling and the operation thereof; (c) a detailed list of all commercially available parts and components purchased by Seller on the open market disclosing the part number, name and location of the supplier and price lists, for the purchase thereof; (d) in-depth test specifications and procedures describing the methods of testing and repairing the material, and (e) instruction consisting of know how and show how necessary to fully use (a) through (d).

15. Survival: The terms of Sections 3, 5, 7, 8, 9, 12, 14, 16, and 19 of this Order shall survive the termination, cancellation or expiration of this Order.

16. Proprietary Information: All information that is furnished by one party to another party pursuant to this Order ("Proprietary Information") will be subject to the following restrictions. Each party agrees that it will use all Proprietary Information disclosed to it by the others only in the manner contemplated in this Order, and for no other purpose, disclosing Proprietary Information only to those of its officers, employees, agents, independent contractors or advisors ("representatives") as will be directly concerned with performance under this Order, and provided such representatives do not disclose any Proprietary Information to any third party and have agreed in writing to keep such Proprietary Information confidential in accordance with this Section. Except as provided above, each party agrees that it will not disclose Proprietary Information to any other person or entity without the express, prior written consent of the other party. Each party agrees that it will protect the confidentiality of Proprietary Information with the same degree of care with which it protects its own proprietary information, but with no less than reasonable care, and will return all copies (in any medium recorded) of Proprietary Information to the disclosing party immediately upon written request. The parties agree that Proprietary Information shall be considered commercial secrets qualified for protection under applicable law. The parties shall have no obligation to protect the confidentiality of Proprietary Information that: (a) can be demonstrated to have been known to the receiving party prior to the execution of this Order and was not acquired, directly or indirectly, from the disclosing party or from a third party under a continuing obligation of confidentiality; (b) can be demonstrated to have been in the public domain as of the date of this Order or comes into the public domain during the term of this Order through no fault of the receiving party; or (c) can be demonstrated to have been independently developed by personnel of the receiving party who had no substantive knowledge of the Proprietary Information. The provisions of this Section shall not apply to the disclosure of Proprietary Information to any government, any agency or department thereof, or any stock exchange to the extent required by law, any relevant stock exchange rules, provided that the party being required or requested to make such disclosure shall immediately notify the other party of such requirement and the terms thereof prior to such disclosure so that an appropriate protective Order or order may be sought or other protective agreement or order may be sought or other arrangement put in place prior to the disclosure of the Proprietary Information. The other party shall have the right to petition to the agency, department or stock exchange concerned regarding such disclosure and to seek confidential treatment of any Proprietary Information to be disclosed on such terms as such party shall, in its sole discretion, determine. The foregoing obligations will survive termination of this Order and will remain binding on each party, its respective affiliates, successors and assigns forever. This Order is designated as Proprietary Information subject to this Section. Buyer is granted permission by Seller to disclose this Order to any of its affiliates or subsidiaries.

17. Financial Information: Should Buyer have concerns about Seller's financial condition and/or ability to supply hereunder, Seller shall supply information requested by Buyer which Buyer feels is necessary to address said concerns.

18. Changes: Buyer reserves the right from time to time, to change any specifications, drawings, delivery dates, quantities and items covered by this Order. If such change would materially affect the price or delivery date, Buyer and Seller shall mutually agree upon an equitable adjustment in the price and/or delivery date to reflect the effect of such change; provided Seller shall have notified Buyer in writing of any claim for such adjustment within thirty (30) days from the date of such notice from Buyer. Seller shall not suspend performance of this Order while Buyer and Seller are in the process of making such changes and any related adjustments. No substitutions shall be made without the prior written approval of Buyer. Seller agrees that it will not make any changes to processes, suppliers, manufacturing facility locations and any other manufacturing changes which might affect the performance, characteristics, reliability or life of the Products without prior written approval of Buyer.

19. Choice of Law; Venue; Miscellaneous: This Order shall be governed by the laws of the State of Kansas applicable to contracts to be formed and fully performed within the State of Kansas, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this Order, or any purchase order issued hereunder shall be filed in the Circuit Court of Johnson County, Kansas, or the United States District Court for the District of Kansas, and in no other place; provided that, in Buyer's sole discretion, such action may be heard in some other place designated by Buyer (if necessary to acquire jurisdiction over third persons) so that disputes can be resolved in one action. Seller hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof. The 1980 United Nations Convention on Contracts for the International Sale of Goods shall not apply to any sales transactions governed by these terms and conditions. Nothing contained in this Order will be construed to create a partnership or joint venture among the

parties. Seller shall not assign or subcontract any of its rights, interests or obligations hereunder without the prior written consent of Buyer. The paragraph headings herein are for convenience only and form no part of this Order. If any part of this Order shall be held to be illegal, void or unenforceable, the remaining portions shall remain in full force and effect. Any and all of the rights and remedies conferred upon Buyer under this Order shall be cumulative and in addition to, and not in lieu of, Buyer's rights and remedies granted at law and equity, all of which rights and remedies are fully reserved by Buyer. The failure of Buyer to insist in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Order, or to exercise any right hereunder shall not be construed as a waiver or relinquishment of any of the other terms and conditions of this Order nor the right to enforce the future performance of any term, covenant or condition or the future exercise of any other rights herein.

20. Conflict Minerals: If the Products are, or contain, Cassiterite, Columbite-tantalite, Gold or Wolframite, including their derivatives (whether in raw or processed form, and whether or not combined with other materials) (the "Minerals"), Seller hereby certifies that such Minerals have not been sourced in a manner which directly or indirectly finances or benefits armed groups in the Democratic Republic of the Congo or adjoining countries. In addition, Seller shall maintain its own Conflict Mineral Policy which shall be aligned with Buyer's policy (available at www.wirecworldgroup.com) and include a commitment to comply with all laws and regulations applicable to the Minerals. Seller shall work with sub-suppliers to trace the Minerals to the smelter and mine, and to the extent procedures are available, Seller will ensure that Minerals used in any Products purchased by Buyer originate from smelters validated/certified by third parties as being conflict mineral free. Seller shall ensure that traceability data is maintained and recorded for 5 years. Seller shall provide documentation concerning the subject matter of this subsection 20 to Buyer within thirty days upon request.